

1 **T I F F A N Y & B O S C O**
2 P.A.

3 **2525 E. CAMELBACK ROAD**

4 **SUITE 300**

5 **PHOENIX, ARIZONA 85016**

6 **TELEPHONE: (602) 255-6000**

7 **FACSIMILE: (602) 255-0192**

8 Mark S. Bosco

9 State Bar No. 010167

10 Leonard J. McDonald

11 State Bar No. 014228

12 Attorneys for Movant

13 10-14177

14 **IN THE UNITED STATES BANKRUPTCY COURT**
15 **FOR THE DISTRICT OF ARIZONA**

16 IN RE:

17 No. 2:10-bk-11456-RJH

18 Donko Properties, LLC

19 Chapter 11

20 Debtor.

21 U.S. Bank, National Association

22 **STIPULATION REGARDING
23 PLAN TREATMENT AND TO VALUE THE
24 FIRST LIEN ENCUMBERING REAL
25 PROPERTY LOCATED AT
26 405 WEST 4TH STREET
ELOY, AZ 85231**

27 Movant,

28 vs.

29 Donko Properties, LLC, Debtor; , Trustee.

30 Respondents.

31 IT IS HEREBY STIPULATED by and between the parties herein, through counsel
32 undersigned, and Debtor in Possession (hereinafter "Debtor"), that the property generally described
33 as 405 West 4th Street , Eloy, AZ 85231 and legally described as:

34 LOT 3, BLOCK 3, OF JOE LOUIS HEIGHTS NO. 3, ACCORDING TO THE PLAT
35 OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL
36 COUNTY, ARIZONA, RECORDED IN OOK 6 OF MAPS, PAGE 46.

1 ("Subject Property herein"), shall be treated as follows:

2
3 Movant shall be deemed to have an allowed secured claim in the amount of \$14,900 pursuant
4 to 11 U.S.C. Section 506 and the Debtor's Plan of Reorganization ("Plan"). Movant's allowed
5 secured claim shall be repaid through the Plan with interest fixed at 5.25% per annum and the term of
6 the repayment shall be repaid over 30 years.

7 All other terms and conditions of the original Note and Mortgage, except as otherwise
8 modified by this Stipulation and Plan, shall remain in full force and effect.

9 This Stipulation shall be incorporated into the Debtor's confirmed Chapter 11 Plan, and the
10 Stipulation may not be altered in any way by any subsequent amendment or modification to the Plan
11 without express written consent of the Movant.

12 The Debtor hereby waives objections to Movant's claim in regard to the Property as modified
13 by this Stipulation for all purposes besides accounting for the respective claims.

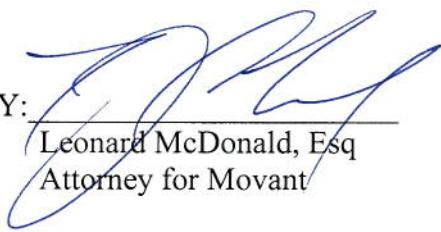
14 The agreements contained in this Stipulation shall be binding for purposes of the treatment of
15 the Property in the Debtor's confirmed Chapter 11 Plan, unless otherwise stipulated to in writing.

16 In the event this case is converted to a Chapter 7 or dismissed, this Stipulation shall be
17 deemed void and unenforceable.

18 Movant withdrew its objection to the Plan and was deemed to vote to accept the Plan.

19 SO STIPULATED:

20 Dated: 3/15/11

21 BY: 
Leonard McDonald, Esq.
Attorney for Movant

22 Dated: 3/15/11

23 BY: /s/ Mark J. Giunta
Mark J. Giunta, Esq.
Attorney for Debtor-in-Possession